

TENANT RIGHTS UNDER THE DISTRICT'S LEAD LAW

(for tenants in rental housing built before March 1, 1978)

As a tenant in the District of Columbia, you are entitled to live in a property that is free of lead-based paint hazards, including in common areas, such as halls, laundry rooms, and entrance to the building. A lead-based paint hazard exists if there is peeling, chipping, or otherwise non-intact paint present. A lead-based paint hazard can also exist if there are tiny lead particles mixed into household dust, or into bare soil in the yard at the property.

Rights that you have as a tenant under any other District of Columbia law are not affected in any way by your rights under the lead law.

YOUR RIGHTS BEFORE SIGNING A LEASE

Before you sign any lease to rent in the District of Columbia, your landlord must give you a **Lead-Based Paint Hazard Disclosure Form**, and if a member of your household is a child under age six or a pregnant woman, the landlord must also give you a **Clearance Report** that is dated no more than 1 year prior to your move-in date. A Clearance Report is a document that states that your home has been checked for lead-based paint hazards, and that none were found. If you are renewing a lease, or your lease began after March 31, 2009, and a member of your household or someone who regularly visits you is either a child under age six or a pregnant woman, you may ask your landlord to give you a Clearance Report.

YOUR RIGHTS UNDER THE LEAD LAW AFTER YOU MOVE IN

If you see paint that is chipping or peeling, you should notify your landlord about it. It's against the law to have peeling, chipping, or other non-intact paint in homes built before March 1, 1978. If your landlord doesn't repair the paint and do the work safely, then you can call the District Department of the Environment (DDOE) at 202-535-1934 to register a complaint. A lead specialist will follow up and contact you to discuss the situation and determine if a DDOE inspection is appropriate.

If the DC Government finds a lead-based paint hazard in your unit, DDOE will order your landlord to eliminate the hazard and will follow up to make sure the repair work gets done consistent with DC lead regulations.

Your other rights under the District's Lead Law include:

A. Protection against retaliation by your landlord

Your landlord may not evict or otherwise punish you just because you have used any of the rights discussed in this notice.

B. Conditions for entrance to your unit by landlord or landlord's hired help

Once you move into your rental unit, as a tenant, you must allow access to your home at reasonable times. The landlord must give you advance notice in writing, at least

48 hours before the landlord wants to enter to inspect for lead-based paint hazards or to perform work to eliminate the hazards. This advance notice must:

- Describe the work that will be done in your unit, including where in your home the work or inspection will take place;
- Explain how the landlord proposes to separate the work area(s) from the rest of the unit, to eliminate the possibility of dust or debris spreading outside the work area(s); and
- State when the work may begin and when it is expected to end.

C. Refusal to let the landlord into your unit

If you refuse to let the landlord or his/her hired help into your unit to do the work or to conduct an inspection after you get the landlord's advance notice, and if you do not have a valid reason for keeping the landlord from entering the unit to take care of a lead problem, the landlord may no longer be held responsible for the removal of the lead-based paint hazard(s). If the landlord can show that you did not allow access to the unit after receiving a second seven (7) day notice, the landlord will not be in violation of the law, unless:

- You have a reasonable basis for saying, "do not enter" (for example, if the person the landlord has chosen to do the work is not properly certified to do this kind of work); or unless
- You provide a reasonable alternative that would enable the landlord to gain access (for example, you don't want to let the landlord in at 7AM but would allow access at 9AM), and the landlord refuses to comply with your reasonable conditions.

D. Requirement for lead-safe work practices

Workers removing lead hazards from the unit must follow "**lead-safe work practices**" and so must anyone who does maintenance, repair, or renovation work that involves drilling, sawing, sanding, or otherwise disturbing paint. These are work performance standards that are regulated by the Government.

E. Temporary moves

Due to the seriousness of an identified lead-based paint hazard that may be found in your home, the District Government may require that you temporarily move to protect any child under the age of six or a pregnant woman living in your household from possible exposure to lead. The cost of the temporary move will be paid for by the landlord. The temporary move would last until all lead-based paint hazards are taken care of in your home. The Government must give you an "Order to Relocate" notice within 5 days of the date prior to starting lead removal.

YOUR RIGHTS REGARDING TEMPORARY MOVES, IF REQUIRED DURING WORK ON YOUR UNIT

If the D.C. Government requires you to move in order to protect you and/or members of your household from the effects of exposure to lead-based paint hazards, you have the following rights:

- You have the right to a 14-day written notice that indicates when you are being asked to temporarily move, unless you agree to move sooner, or the District Government decides that shorter notice is necessary because of health-threatening emergency conditions in your unit.
- You have the right to be temporarily relocated into a comparable, safe unit in the same building where you live (**if one is available**). If no units are available, the landlord must make all reasonable efforts to move you to a safe place in the same school district or ward that your unit is located in, and near public transportation if possible.
- You have the right to make your own arrangements for a temporary home, instead of moving to the one your landlord chooses for you. Your landlord still has to pay for reasonable relocation expenses.
- You have the right to move back home from the temporary location as soon as the lead hazard elimination work is done, without an increase in rent or any other changes to the lease.
- You have the right to receive a copy of the **Clearance Report** before returning to your unit, to document that the lead-based paint hazards and underlying conditions that contributed to them have in fact been eliminated from your unit.

If you have any questions about your rights, please call the
Office of the Tenant Advocate, at (202) 719-6560.